

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is entered into by and between VENICE BEACH PROPERTY OWNERS ASSOCIATION ("VBPOA") and ADRIAN RISKIN ("RISKIN") based upon the following understandings. Collectively, VBPOA and RISKIN are hereinafter referred to as "Parties."

Recitals

- A. On April 12, 2018, RISKIN filed a Petition for Writ of Mandate alleging violations of the California Public Records Act against the VBPOA in Los Angeles County Superior Court, No. BS173266, hereafter referred to as the "ACTION."
- B. Subsequently, VBPOA has produced records at issue in the ACTION.
- C. The PARTIES now wish to terminate the ACTION defined above in its entirety by settlement and release of claims.

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH BELOW, the Parties agree and stipulate as follows:

- 1. VBPOA, in order to settle this matter fully, agrees to pay RISKIN \$21,435. RISKIN, in consideration for the payment, agrees to dismiss the ACTION, each side to bear its own costs and attorneys' fees. VBPOA shall pay said amount as soon as is reasonably possible, but no later than 15 days following both Parties' approval of this Agreement and the provision of a complete W9 form to VBPOA. A check in the full amount shall be made out directly to RISKIN's attorney "Law Offices of Abenicio Cisneros," and the check shall be mailed to Cisneros' office at 2443 Fillmore St. #380-7379, San Francisco, CA 94115.
- 2. The Parties acknowledge that all matters arising out the ACTION are fully compromised and settled.

3. General Release: the Parties specifically waive and relinquish all rights and benefits regarding the subject of this lawsuit afforded by Section 1542 of the Civil Code of the State of California, which reads:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party..

Parties waiver of all rights and benefits afforded by Section 1542 is done with understanding and acknowledgement of the significance of such a specific waiver of Section 1542. Notwithstanding the provisions of Section 1542, Parties expressly acknowledge that this Agreement is intended to include in its effect (without limitation) all claims made in the lawsuit that Petitioner knows or suspects to exist in its favor at the time of execution of this Agreement, which contemplates the extinguishment of any such claims. This waiver also applies to any other relevant re-codification or similar law implemented hereafter substantially covering the subject matter of Section 1542.

4. The Parties to this Agreement have been advised or have had the opportunity to be advised by their legal counsel with respect to the terms of this Agreement and understand and acknowledge the significance and consequences of it. The signer of this Agreement hereby represents and covenants that he or she is authorized to execute this Agreement on behalf of the party for which he or she is signing. [

5. This Agreement is binding upon all of the Parties, as well as their past and present subsidiaries, parents, divisions, affiliates, partners, successors, assigns, officers, directors, agents, servants, employees, attorneys, representatives, and beneficiaries.

6. This Agreement contains the entire agreement between the Parties hereto. The terms of this Agreement are contractual in nature and not a mere recital. The signer of this Agreement has carefully read and understood the contents of this Agreement and signs the same as his or her own free act. The full execution of this Agreement shall be the final expression of this Agreement of the Parties.

7. Should any dispute arise hereunder, this Agreement shall be governed by and interpreted pursuant to California law. If any legal proceedings are brought to enforce this agreement, each Party will bear its own attorney's fees and costs.

8. This Agreement may be executed in counterpart originals, and a facsimile signature shall be acceptable and treated as an original for all purposes.

DATED: 9/23/2019

VENICE BEACH PROPERTY OWNERS
ASSOCIATION

BY 
TARA DEVINE

DATED: SEPTEMBER 24, 2019

ADRIAN RISKIN

BY 
ADRIAN RISKIN